

**NOTICE AND AGENDA
TOWN COUNCIL
Town Council - Regular Meeting**

Public notice is given that the Town Council of the Town of Apple Valley, Washington County, Utah will hold a **Town Council - Regular Meeting on Wednesday, October 2nd, 2019** at the **Apple Valley Town Hall**, 1777 N. Meadowlark Dr., Apple Valley, Utah, commencing at **6:00 PM** or shortly thereafter. In accordance with state statute, one or more council members may be connected via speakerphone. This meeting will be available for live stream at www.youtube.com. Search: Town of Apple Valley Utah.

The Agenda for discussion and action is as follows:

CALL TO ORDER / PLEDGE OF ALLEGIANCE/ ROLL CALL

MAYOR'S TOWN UPDATE

DISCUSSION AND ACTION

- [1.](#) CIB Master Plan Contract
- [2.](#) Review Recommendation from Planning Commission on September 25th to change General Plan for AV-1377-E from Residential to Agricultural
- [3.](#) Review recommendation from Planning Commission on the zone change for AV-1377-E from Open Space to Agricultural

APPROVAL OF MINUTES

- [4.](#) Approval of Minutes for 8.21.2019

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee – Tish Lisonbee/Debbie Kopp
Planning Commission – Cynthia Browning/Michael McLaughlin
Fire Department – Chief Dave Zolg, Jr
Big Plains Water and Sewer SSD – Harold Merritt
Code Enforcement – Rich Ososki/Paul Edwardsen
Roads and Storm Drainage -
Mosquito Abatement- Margaret Ososki
Council-
Other

PUBLIC COMMENTS

ADJOURNMENT

CERTIFICATE OF POSTING: I, Michelle Kinney, as duly appointed Recorder for the Town of Apple Valley, hereby certify that this notice was posted on the Utah Public Meeting Notice website <http://pmn.utah.gov>, the Town Website www.applevalleyut.gov on the **30th day of September, 2019**.

Dated this 30th day of September, 2019

Michelle Kinney, Recorder
Town of Apple Valley

THE PUBLIC IS INVITED TO PARTICIPATE IN ALL COMMUNITY EVENTS. MEETINGS

In compliance with the American with Disabilities Act, individuals needing special accommodations (Including auxiliary communicative aids and services) during this meeting should notify Michelle Kinney at 435-877-1190.

MEMORANDUM

TO: PERMANENT COMMUNITY IMPACT FUND GRANTEES
FROM: GAYLE GARDNER
SUBJECT: CONTRACT INSTRUCTIONS

Please review the enclosed copy of your Permanent Community Impact Fund Contract to see that all information is correct.

The following instructions are provided to assist you in executing the contract:

1. **The contract must be signed and returned within 90 days.** You will be sent a final completely executed contract for your files.
2. **City (Town) Contracts.** The Mayor must sign for the City (Town) on the line provided for them on page two of the contract. The City Recorder (Town Clerk) must sign on the line provided for them on page two.
3. **Service and Improvement District Contracts.** The Chairman must sign for the District on the line provided for them on page two of the contract. The Treasurer must sign on the line provided for them on page two.
4. **County Contracts.** The Chairman of the County Commission must sign for the County on the line provided for them on page two of the contract. The County Clerk must sign on the line provided for them on page two.

If additional assistance concerning anything in the contract is needed, please contact me at (801) 468-0129.



CONTRACT NO.	
CONTRACTOR:	Town of Apple Valley
VENDOR NO.	114485A
PROJECT NAME:	Master Plan -- CDO
AWARD NUMBER:	FUND5285-20
CFDA #/TITLE:	N/A
CONTRACT ORIGINATOR:	Gayle Gardner
FEDERAL AGENCY:	N/A

CONTRACT
DEPARTMENT OF WORKFORCE SERVICES
HOUSING & COMMUNITY DEVELOPMENT DIVISION
1385 S. State, Salt Lake City, UT 84115

1. PARTIES: This contract is between the DEPARTMENT OF WORKFORCE SERVICES:
Permanent Community Impact Fund (CIB)

(Board or Program)

Referred to as STATE, and the following CONTRACTOR
Town of Apple Valley

Name

1777 N. Meadowlark Dr.

Address

Apple Valley

Utah

84737

City

State

Zip

Marty Lisonbee

435-877-1190

435-877-1192

Contact

Phone #

Fax #

2. GENERAL PURPOSE OF CONTRACT:

Master Plan

3. CONTRACT PERIOD: Commencing on 07/01/2019 and terminating on 06/30/2021

4. CONTRACT COSTS: CONTRACTOR will be paid a maximum of \$50,000.00 , pursuant to the budget attached hereto as Attachment C

5. ATTACHMENTS:

- ✓ ATTACHMENT A – GENERAL PROVISIONS
- ✓ ATTACHMENT B - PROGRAM GENERAL CONDITIONS
- ✓ ATTACHMENT C – BUDGET
- ✓ ATTACHMENT D – SCOPE OF WORK

6. STATE FISCAL YEAR BILLING DEADLINE

DWS must receive proper billing for expenditures incurred up to and including June 30 no later than **July 15** of the same year, due to the DWS fiscal year end. **Billings submitted after this date may be denied.**

SIGNATURES AND ACKNOWLEDGEMENTS

By signing below, the following officials acknowledge that they understand and agree to all of the terms and responsibilities set forth herein and certify that they are authorized to legally bind their respective organizations.

CONTRACTOR

APPROVED:

TOWN OF APPLE VALLEY

BY:

Signature

Date

Print Name

Title

WITNESS:

Signature

Date

Print Name

Title

STATE

APPROVED:

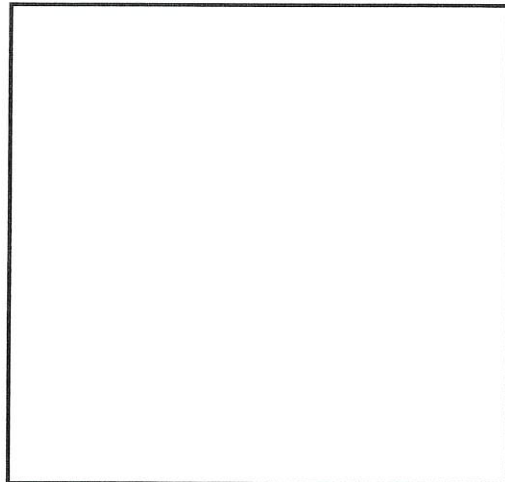
HOUSING & COMMUNITY DEVELOPMENT DIVISION

BY:

Jonathan D. Hardy, Director

Date

UTAH STATE DIVISION OF FINANCE:



ATTACHMENT A

HOUSING AND COMMUNITY DEVELOPMENT DIVISION

1. DEFINITIONS: The following terms shall have the meanings set forth below:

- a) "Confidential Information" means information that is classified as Private or Protected, or otherwise deemed as confidential under applicable state and federal laws, including but not limited to the Government Records Access and Management Act (GRAMA) Utah Code 63G-2-101 et seq. The State Entity reserves the right to identify, during and after this Contract, additional information that must be kept confidential under federal and state law.
- b) "Contract" means the Contract Signature Pages, attachments, and documents incorporated by reference.
- c) "Contract Signature Pages" means the State cover pages that the State Entity and Contractor sign.
- d) "Contractor" means the individual or entity identified on the Signature Page, and includes grantees, sub-recipients, loan recipients, and each of their agents, officers, employees, volunteers, contractors, and partners.
- e) "Services" means the furnishing of labor, time, and effort by Contractor pursuant to this Contract. Services include, but are not limited to, any deliverables, supplies, equipment, commodities, and professional services required in accordance with this Contract.
- f) "Proposal" means Contractor's response to the State Entity's Solicitation.
- g) "Solicitation" means the documents and process used by the State Entity to obtain Contractor's Proposal.
- h) "State Entity" means the Department, Division, Office, Bureau, Agency, Board or other organization identified on the Contract Signature Pages.
- i) "State" means the State of Utah, including its officers, employees, agents, and authorized volunteers.
- j) "Subcontractors" means a person or entity under contract with the Contractor or another subcontractor to perform any services, including Contractor's manufacturers, distributors, and suppliers.

2. CONTRACT JURISDICTION, CHOICE OF LAW AND VENUE: This contract is governed by the laws of the State of Utah. Any action or proceeding arising from this Contract shall be brought in a court of competent jurisdiction in the State of Utah.. Exclusive venue shall be in Salt Lake City, in the Third Judicial District Court for Salt Lake County.

3. LAWS AND REGULATIONS: The Contractor shall ensure that all supplies, services, equipment, and construction furnished under this contract complies with all applicable Federal, State, and local laws and regulations, including obtaining applicable permits, licensure and certification requirements. Contractors receiving federal pass-through funding shall comply with applicable 2 CFR 200 (Uniform Administrative Requirements and Cost Principles).

4. RECORDS ADMINISTRATION: The Contractor shall maintain all records necessary to properly account for the payments made pursuant to this Contract. The records shall be retained by the Contractor for at least six years after the Contract terminates, or until all audits initiated within the six years, have been completed, whichever is later. The Contractor and any subcontractors shall allow State and Federal auditors, and State Entity Staff or their designees access to all records related to this Contract at no additional cost for audit, inspection, and monitoring of services, and shall allow interviews of any employees or others who might have information related to such records. Such access will be during normal business hours, or by appointment.

5. FINANCIAL REPORTING: Contractor must annually inform the State Entity in writing whether it is a nonprofit corporation and if so, whether it: (i) met or exceeded the dollar amounts listed in Utah Code 51-2a-201.5 in the previous fiscal year; and (ii) anticipates meeting or exceeding the dollar amounts listed in Utah Code: 51-2a-201.5 in the fiscal year the money is disbursed. Each nonprofit corporation and local entity shall comply with applicable provisions of Utah Code Title 51 Chapter 2a.

6. CONFLICT OF INTEREST: Contractor represents that none of its officers or employees are officers or employees of the State.

7. INDEPENDENT CONTRACTOR: The Contractor is an independent contractor and has no authorization, express or implied, to bind the State to any agreements, settlements, liability, or understanding, and shall not perform any acts as agent for the State. Persons employed by or through the Contractor shall not be deemed to be employees or agents of the State and are not entitled to the benefits associated with State employment.

8. CONTRACTOR RESPONSIBILITY: Contractor shall comply with all Contract terms and is the sole point of contact with the State. Contractor shall incorporate the terms of this Contract into every subcontract relating to this Contract. Contractor is responsible for Subcontractors' compliance with this Contract.

9. INDEMNITY: Contractor is fully liable for the acts and omissions of its agents, employees, officers, partners, and Subcontractors, and shall fully indemnify, defend, and save harmless the State Entity and the State of Utah from all claims, losses, suits, actions, damages, and costs arising out of Contractor's performance of this Contract to the extent caused by any omission, intentional act or negligent act of Contractor, its agents, employees, officers, partners, volunteers, or Subcontractors, without limitation. Contractor is not required to indemnify the State for that portion of any claim, loss, or damage arising due to the sole fault of the State Entity.

10. EMPLOYMENT PRACTICES: The Contractor shall abide by all State and Federal anti-discrimination laws, including but not limited to Title VI and VII of the Civil Rights Act of 1964 (42 USC 2000e); Executive Order No. 11246; 45 CFR 90; Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; as each may be amended.

11. DEBARMENT: The Contractor certifies that neither it nor its principals are presently or have ever been debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this contract, by any governmental entity. The Contractor must notify the State Entity within ten days if debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contract by any governmental entity during the Contract period.

12. TERMINATION: This contract may immediately be terminated with cause in advance of the expiration date, upon written notice being given by the other party. The party in violation may be given ten working days after notification, unless a longer cure period is authorized in writing, to correct and cease the violations, after which the Contract may immediately be terminated for cause. This Contract may be terminated without cause, in advance of the expiration date, upon thirty calendar days prior written notice being given the other party. The State Entity and the Contractor may terminate this Contract, in whole or in part, at any time, by mutual agreement in writing. Contractor's sole remedy for any claims relating to termination is payment for Services properly performed up to the date of termination.

13. NONAPPROPRIATION OF FUNDS, OR CHANGES IN LAW:

13.1 Upon thirty days written notice, this Contract may be terminated in whole or in part at the sole discretion of the State, if the State determines that a change in legislation or law materially affects the ability of either party to perform under the contract.

13.2 Upon thirty days written notice, this Contract may be terminated in whole or in part, or have the services and purchase obligations of the State proportionately reduced, at the sole discretion of the State, if the State determines that a change in available funds affects the State Entity's ability to pay under the Contract. A change of available funds includes, but is not limited to, a change in Federal or State funding as a result of a legislative act or order of the President or the Governor.

13.3 If a notice is delivered under paragraph 12.1 or 12.2 the State will pay the Contractor for services properly performed up to the date specified in the written notice. The State is not liable for any performance, commitments, penalties, or liquidated damages that accrue after the effective date of notice. Contractor's sole remedy for any claims relating to non-appropriation is payment for Services properly performed up to the date of termination.

14. WARRANTY: Contractor warrants, represents and conveys full ownership and clear title to the goods provided under this Contract. Contractor warrants that: (a) all services and goods shall be provided in conformity with the requirements of this Contract by qualified personnel in accordance with generally recognized standards; (b) all goods furnished pursuant to this Contract shall be new and free from defects; (c) goods and services perform according to all claims that Contractor made in its Response; (d) goods and services are suitable for the ordinary purposes for which such goods and services are used; (e) goods and services are suitable for any special purposes identified in the Contractor's Response; (f) goods are designed and manufactured in a commercially reasonable manner; and (g) goods create no harm to persons or property. Contractor shall warrant and assume responsibility for all goods that it sells to the State under this contract for a period of one year, unless a longer period is specified elsewhere in this contract. Contractor acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State apply to this contract. Product liability disclaimers and warranty disclaimers are not applicable to this contract. Remedies available to the State include but are not limited to: Contractor will repair or replace goods and services at no charge to the State within ten days of written notification. If the repaired or replaced goods and services are inadequate or fail their essential purpose, Contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State may otherwise have.

15. PAYMENT: Payments will be made within sixty days after a correct invoice is received. The acceptance by Contractor of final payment, without a written protest filed with the State Entity within thirty days after the termination or expiration of this Contract, shall release the State from all claims and all liability to the Contractor. Notwithstanding the previous statement, no protest may be filed later than July 15 for any contract terminating or expiring June 30th. Payment for the Services shall not be deemed an acceptance of the Services and is without prejudice to any claims that the State may have against Contractor. If this Contract is funded in whole or in part by federal funds, then federal regulations supersede Attachment A to the extent of any conflict, including but not limited to completion of a pre-award risk assessment and certifications pursuant to 2 CFR 200.415. If travel expenses are permitted by the Solicitation, the authorized travel costs will be paid according to the rules and per diem rates found in the Utah Administrative Code R25-7. Invoices containing travel costs outside of these rates will be returned to Contractor for correction. Contractor is solely responsible for the payment of all applicable taxes relating to payments received from the State for the Services.

16. INTELLECTUAL PROPERTY:

16.1 The State Entity and Contractor agree that each has no right, title, interest, proprietary or otherwise in the intellectual property owned or licensed by the other. Unless agreed upon by the parties in writing, all materials not developed or licensed by Contractor prior to the execution of this Contract, but specifically created or manufactured under this contract shall be considered work made for hire, and Contractor shall transfer ownership to the State Entity.

16.2 Contractor warrants that it does not and will not infringe on any copyrights, patents, trade secrets, or other propriety rights. Contractor will indemnify the State and hold the State harmless from and against all damages, expenses, attorney's fees, claims, judgments, liabilities, and costs in any claim brought against the State for infringement

17. ASSIGNMENT/SUBCONTRACT: Contractor will not assign, transfer, subcontract responsibilities under this contract, in whole or in part, without the prior written approval of the State Entity. Contractor shall require each subcontractor, transferee and assignee to agree in writing to comply with the terms of this Contract.

18. UNUSED FUNDS: Any funds paid by the State that are not appropriately used as authorized by this Contract must immediately be returned to the State.

19. INELIGIBLE EXPENSES: Contractor expenditures determined by the State Entity to be ineligible for reimbursement because they were not authorized by the Contract or are inadequately documented, and for which payment has been made shall be immediately refunded to the State. The State may withhold subsequent payments under this or other Contracts until the recoupment of overpayments is made.

20. PUBLIC INFORMATION: This Contract, related pricing documents, and invoices are public documents available for distribution in accordance with the Government Records Access and Management Act (GRAMA). Contractor shall comply with GRAMA (UC 63G-2-309) to request a "protected" classification for a record or portion of a record, which may be granted in the sole discretion of the State.

21. PROCUREMENT ETHICS: Contractor shall not give or offer any compensation, gratuity, contribution, loan, reward, or promise to any person in any official capacity relating to the procurement of this Contract. Contractor certifies that it has not offered or given any gift or compensation prohibited by the laws of the State to any officer or employee of the State or participating political subdivisions to secure favorable treatment with respect to being awarded this contract.

22. REMEDIES: Either of the following events constitute default: (i) Contractor's non-performance of a contractual obligation; or (ii) Contractor's breach of any term or condition of this Contract. The State Entity may issue a written notice of default providing a ten-day period in which Contractor will have an opportunity to cure. Time allowed for cure will not reduce Contractor's liability for damages. If the default remains after the cure period, the State Entity may: (i) exercise any remedy provided by law or equity; (ii) immediately terminate this Contract; (iii) impose liquidated damages, if liquidated damages are listed in this Contract; (iv) debar/suspend Contractor from receiving future Contracts from the State; and (v) demand a full refund of payments for services that do not conform to this Contract.

23. FORCE MAJEURE: Neither party to this contract will be held responsible for unforeseeable, unavoidable delay or default caused by natural disaster, riot, war, or similar events not caused by the party claiming force majeure. The State may terminate this Contract after determining such delay or default will prevent successful performance of the Contract.

24. EMERGENCY MANAGEMENT AND BUSINESS CONTINUITY PLAN: Notwithstanding Section 23 (Force Majeure), Contractors providing critical direct services to vulnerable populations, including but not limited to people experiencing homelessness, shall perform all services in conformity with this Contract. Contractor's performance will not be excused by force majeure. Contractor shall identify the critical functions and processes of its operations essential for providing the services required in this Contract. Contractor shall develop an emergency management and business continuity plan ("plan") that will allow Contractor to continue to operate those critical functions or processes during or following emergencies, pandemic, or other disruptions. Contractor shall ensure its plan addresses at least the following areas:

1. Evacuation procedures;
2. Temporary or alternate living arrangements, including arrangements for isolation or quarantine;
3. Maintenance, inspection, and replenishment of vital supplies, including food, water, clothing, first aid supplies and other medical necessities, including client medications; and the supplies necessary for infection control or protection from hazardous materials, etc.;
4. Communications (with Contractor staff, appropriate government agencies, and clients' families);
5. Transportation;
6. Recovery and maintenance of client records;
7. Staffing plans; and
8. Policies and procedures that address leave for employees unable to work and ensure the timely discharge of the Contractor's financial obligations.

Contractor shall evaluate and update its plan at least annually. Any modifications to Contractor's plan shall be reported to the State Entity within 10 days of the date the modifications are made. Contractor shall also provide the State Entity with a copy of the plan incorporating the identified modifications.

Contractor shall provide annual training for its staff on its plan.

25. CONFLICT OF TERMS: All Contract terms must be in writing and attached to the Contract. In the event of conflict, the order of precedence is: 1) Attachment A: Housing and Community Development Division; 2) Contract Signature Pages; 3) Attachment B: Program Terms and Conditions; 4) Budget; 5) Scope of Work; 6) Additional attachments and documents specifically incorporated by reference; and 7) Contractor's Proposal. Any provision attempting to limit the liability of Contractor or limit the rights of the State must be in writing and attached to this Contract or it is rendered null and void.

26. AMENDMENTS: This Contract may only be amended by the mutual written agreement of the parties in accordance with the Utah Procurement Code. Each amendment shall be attached to this Contract after execution. Automatic renewals are prohibited.

27. INSURANCE: Contractor shall maintain:

- i. Commercial general liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;
- ii. Commercial automobile liability [CAL] insurance from an insurance company authorized to do business in the State if Contractor may use a vehicle in the performance of Services. The CAL insurance policy must cover bodily injury and property damage liability and be applicable to all vehicles used in your performance of Services under this Agreement whether owned, non-owned, leased, or hired. The minimum liability limit must be one million dollars per occurrence, combined single limit.
- iii. Contractor shall maintain higher insurance limits and any other insurance policies as required in the Solicitation;
- iv. Workers' compensation insurance for all employees and subcontractor employees. Workers' compensation insurance shall cover full liability under the workers' compensation laws of the jurisdiction in which the service is performed; and
- v. For licensed professionals, professional liability insurance from an insurance company authorized to do business in the State. The limits of this insurance will be no less than one million dollars per person per occurrence and three million dollars aggregate;

Contractor shall add the State as an additional insured with notice of cancellation. Contractor shall submit certificates of insurance that meet the above requirements prior to performing any Services, and in no event any later than thirty days of the Contract award. Failure to maintain required insurance or to provide proof of insurance as required is a material breach of this Contract and may result in immediate termination.

28. CERTIFY REGISTRATION AND USE OF EMPLOYMENT STATUS VERIFICATION SYSTEM: The Status Verification System, also referred to as "E-verify", only applies to contracts issued through a Request for Proposal process, and to sole sources that are included within a Request for Proposal, and when Contractor employs any personnel in Utah.

1. Contractor certifies, under penalty of perjury, that Contractor has registered and is participating in the Status Verification System to verify the work eligibility status of Contractor's new employees that are employed in the State in accordance with applicable immigration laws.
2. Contractor shall require each of its Subcontractors to certify by affidavit, under penalty of perjury, that each Subcontractor has registered and is participating in the Status Verification System to verify the work eligibility status of Subcontractor's new employees that are employed in the State in accordance with applicable immigration laws.
3. Contractor's failure to comply with this section will be considered a material breach of this Contract.

29. SUSPENSION OF WORK: If the State Entity determines, in its sole discretion, to suspend Contractor's responsibilities but not terminate this Contract, it shall issue a written notice. Contractor's responsibilities will be reinstated upon written notice from the State Entity. Contractor's sole remedy in the event it objects to a suspension is to terminate the contract without cause.

30. MONITORING: The State Entity may, at any time, inspect the Services. If Contractor delivers nonconforming Services, the State Entity may at Contractor's expense: (i) return the Services for a full refund; (ii) require Contractor to promptly correct or re-perform the nonconforming Services subject to the terms of this Contract; or (iii) obtain replacement Services from another source, subject to Contractor being responsible for any cover costs.

31. TIME OF THE ESSENCE: Services shall be completed by the deadlines stated in this Contract. For all Services, time is of the essence. Contractor is liable for all damages to the State Entity, the State, and anyone for whom the State may be liable as a result of Contractor's failure to timely perform the Services.

32. EVALUATIONS: The State Entity may conduct reviews, including but not limited to:

32.1: PERFORMANCE EVALUATION: A performance evaluation of Contractor's and Subcontractors' work.

32.2: REVIEW: The State Entity may perform plan checks, plan reviews, other reviews, and /or comment upon the Services of Contractor. Such reviews do not waive the requirement of Contractor to meet all of the terms and conditions of this Contract.

33. STANDARD OF CARE: Contractor and Subcontractors shall perform in accordance with the standard of care exercised by licensed members of their respective professions having substantial experience providing similar services, including the type, magnitude, and complexity of the Services. Contractor is liable for claims, liabilities, additional burdens, penalties, damages, or third-party claims, to the extent caused by the acts, errors, or omissions that do not meet this standard of care.

34. CONFIDENTIALITY: Contractor shall ensure that its agents, officers, employees, partners, volunteers and Subcontractors keep all Confidential Information strictly confidential. Contractor shall immediately notify the State Entity of any potential or actual misuse or misappropriation of Confidential Information. Contractor is responsible for any breach of confidentiality, including any required remedies and notifications. Upon termination or expiration of this Contract, Contractor will return all Confidential Information to the State Entity or certify, in writing, that the Confidential Information has been destroyed. This duty of confidentiality shall survive the termination or expiration of this Contract.

35. PUBLICITY: Contractor shall submit in writing to the State Entity for pre-approval all advertising and publicity matters relating to this Contract. It is within the State Entity's sole discretion whether to approve the advertising and publicity. The State Entity shall respond in writing.

36. CONTRACT INFORMATION: Contractor shall provide name and contract information regarding job vacancies to the State Department of Workforce Services in compliance with UC 35A-2-203. This information shall be provided to the Department of Workforce Services for the duration of this Contract.

37. WAIVER: A waiver of any right, power or privilege shall not be construed as a waiver of any subsequent right, power, or privilege. The State does not waive its sovereign or governmental immunity.

38. ATTORNEY'S FEES: In the event of any judicial action to enforce rights under this Contract, the prevailing party shall be entitled its costs and expenses, including reasonable attorney's fees incurred in connection with such action.

39. DISPUTE RESOLUTION: Prior to commencing a judicial proceeding, the parties agree to participate in the good faith negotiation or non-binding mediation of any dispute. The State Entity, after consultation with the Contractor, may appoint an expert or experts to assist in the resolution of a dispute. If the State Entity appoints any experts, the State Entity and Contractor shall cooperate in providing information and documents to the experts.

40. SURVIVAL OF TERMS: Termination or expiration of this Contract shall not extinguish or prejudice the right to enforce this Contract with respect to any default or defect in the Services. The following provisions will survive termination or expiration of the Contract: Definitions; Contract Jurisdiction, Choice of Law and Venue; Laws and Regulations; Records Administration; Remedies, Dispute Resolution, Indemnity; Payment; Intellectual Property; Unused Funds; Ineligible Expenses; Public Information; Conflict of Terms; Confidentiality; and Publicity.

41. SEVERABILITY: The invalidity or unenforceability of any provision, term or condition of this Contract shall not affect the validity or enforceability of any other provision, term, or condition of this Contract, which shall remain in full force and effect.

42. ENTIRE AGREEMENT: This Contract constitutes the entire agreement between the parties and supersedes any and all other prior and contemporaneous agreements and understandings between the parties, whether oral or written.

Revised April 2019

**ATTACHMENT B
PROGRAM TERMS AND CONDITIONS
PERMANENT COMMUNITY IMPACT FUND**

1. Permanent Community Impact Fund Board Findings of Fact:

The CONTRACTOR is an applicant under the Permanent Community Impact Fund provisions contained in Utah Code Ann. Section 35A-8-301 to 307. Under its provisions and the powers and functions of the Permanent Community Impact Fund Board (the BOARD), based upon the formal application of the CONTRACTOR, the evidence provided by the CONTRACTOR to the BOARD and its staff, and information developed by the BOARD in its own investigations and at the hearings on the application of the CONTRACTOR, it is determined that:

a. Under UCA Section 35A-8-305, the CONTRACTOR:

1. Is a State agency or subdivision; who is or may be socially or economically impacted, directly or indirectly, by mineral resource development;
3. Is seeking monies for planning, construction and maintenance of public facilities, or the provision of public services;
4. Meets and complies with the criteria set by statute and by the BOARD for the providing of money to applicants; and
5. Has been prioritized in comparison with other applicants, and the order of payment has been determined, and this contract is appropriate.

b. Under UCA Section 35A-8-307, the BOARD has reviewed the usages of the funds allocated to the CONTRACTOR, and that the usages are within the proper purposes of Section 35A-8-301 to 307, and the Federal Mineral Leasing Act of 1920, 30 U.S.C. Section 191; and under the Rules of the Permanent Community Impact Fund Board, Rule R990-8, the allocation of money to the CONTRACTOR is within the proper prioritization of the BOARD and meets all the criteria and requirements of the rules and statutes involved.

2. Payment by the STATE is subject to availability of state funds.

3. The CONTRACTOR shall apply to the STATE in writing for any proposed modification to the Project which alters ATTACHMENT D – SCOPE OF WORK and/or total CONTRACT AMOUNT. Proposals will be reviewed by staff, and if appropriate, brought before the Permanent Community Impact Board. The STATE reserves the right to reject proposed changes to the SCOPE OF WORK and/or the cost of the proposed modification and to request return of its funds if such changes are made without written STATE and/or BOARD approval. This in no way should be construed to allow any surplus funds to be expended on items not related to the specifically approved Project.

4. The CONTRACTOR agrees to submit for reimbursement only those expenses allowed under the scope of work and authorization from the BOARD. The Fund reserves the right to reject reimbursement requests for ineligible expenses. The STATE shall re-capture and CONTRACTOR shall repay any funds disbursed to CONTRACTOR that are not used by CONTRACTOR for the approved Project or used for any purpose in violation of the terms of this contract or in violation of the law.

5. The CONTRACTOR shall comply with all laws which normally govern its affairs in regard to contracts, fiscal procedure, and fair bidding procedures.

6. If work on the Project has not commenced within 90 days after having received final approval, then this contract may be canceled by written notice from the STATE to the CONTRACTOR. No work completed after receipt of the notice shall be reimbursable. The Project must be completed within the specified contract period.

7. In order for the STATE to comply with its duties under UCA Section 9-8-404, the CONTRACTOR agrees that if any district, site, building, structure, or specimen that is included in or eligible for inclusion in the National Register of Historic Places or the State Register ("cultural/paleontological resources") is discovered during the Project the CONTRACTOR shall immediately stop all construction on the Project

which may affect or impact the cultural/paleontological resources and notify the STATE of the discovery. The CONTRACTOR may not proceed with the Project until it receives further approval from the STATE, which approval may only occur after the STATE takes into account the effects of the Project on cultural/paleontological resources, which may require or result in modification of the Project. The CONTRACTOR further agrees that it shall notify the Utah Division of State History of the discovery and comply with all of the requirements of the Utah Division of State History, including obtaining a permit, if necessary, prior to proceeding any further with those portions of the Project which may affect or impact the cultural/paleontological resource.

8. All interest accrued and/or allocated to these grant funds through this contract shall be deemed property of the Permanent Community Impact Fund and shall be returned to the Fund.

9. The CONTRACTOR agrees to comply with the fiscal reporting requirements in Utah Code Sections 51-2a-102 through 201.5, as amended.

10. The CONTRACTOR must abide by the program rules and regulations, as set out in the CIB Program Summary document, which can be accessed on the CIB website, under "Program Summary and Application", or upon request from the Fund Manager.

(Revised November 13, 2018)

ATTACHMENT C – BUDGET

Town of Apple Valley

COST SHARING

Total Project Cost	\$ <u>100,000.00</u>
Project Revenues	
Applicant Cash	\$ <u>50,000.00</u>
Local Cash	\$ <u>0.00</u>
State Grant	\$ <u>0.00</u>
PCIFB Loan	\$ <u>0.00</u>
PCIFB Grant	\$ <u>50,000.00</u>
Total Revenues	\$ <u>100,000.00</u>

BUDGET

1. Construction	1. \$ 0.00
2. Construction Contingency	2. 0.00
3. Engineer/Architect	3. 0.00
4. Special Studies	4. 100,000.00
5. Land/Rights-of-Way/Water Rights	5. 0.00
6. Equipment	6. 0.00
7. Administration	7. <u>0.00</u>
TOTAL	\$ 100,000.00

ATTACHMENT D - SCOPE OF WORK

Master Plan

The project consists of four studies: a stormwater master plan; public safety impact fee analysis; parks and recreation impact fee analysis; and transportation impact fee analysis and GIS mapping and model creation of the Apple Valley water system. The stormwater master plan will provide general requirements for the sizing, maintenance, and configuration of stormwater infrastructure within the Town. The stormwater master plan will also include a cost analysis of various system improvements and recommendations needed to manage current and future storm water scenarios.



Town of Apple Valley
1777 N. Meadowlark Drive, Apple Valley, Utah 84737
Phone: (435) 877-1190 Fax: (435) 877-1192
www.applevalleyut.gov

APPLICATION TO APPEAR BEFORE THE PLANNING COMMISSION

Date of Planning Commission meeting for this agenda item to appear ~~9/18/19~~ 9/25/19

Paperwork returned by Graham (Date) 9/9/2019

Name of Applicant: Rock Tite Construction / Graham

Site Location: AV-1377-E

Mailing Address: 4042 W Circle Hurricane, UT 84737

Phone: 435 272 8284

Purpose of Request: General Plan Change from ~~residential~~ residential to agricultural

[Signature]
Applicant Signature

1. Annexations: \$1500.00 filing fee
2. Conditional Use Permit: \$300.00 filing fee
3. Zone Changes: \$500.00 + Acreage Fee filing fee
4. Subdivisions: \$1500.00 filing fee
5. Lot Line Adjustment: \$200.00 filing fee
6. Lot Split (2 Lots): \$250.00 filing fee
7. General Plan Amendment: \$500.00 + ~~Acreage Fee~~ filing fee

Note: Final approval of this application is subject to all necessary paperwork being submitted. Applications requiring a public hearing may have other requirements which must be completed prior to placement on an agenda. When those applications have been approved for the agenda, they must be submitted no later than 4:00 p.m. the Wednesday three weeks prior to the expected commission meeting. All other applications must be submitted no later than 5:00 p.m. on Thursday, one week prior to the regularly scheduled Commission meeting. All plats, drawings, or other visual material must be submitted in a format viewable by public attending the meeting, as well as an email in PDF format for reproduction to meet notice requirements.

Planning Commission Chairman

Date

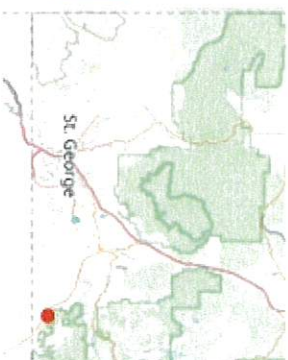
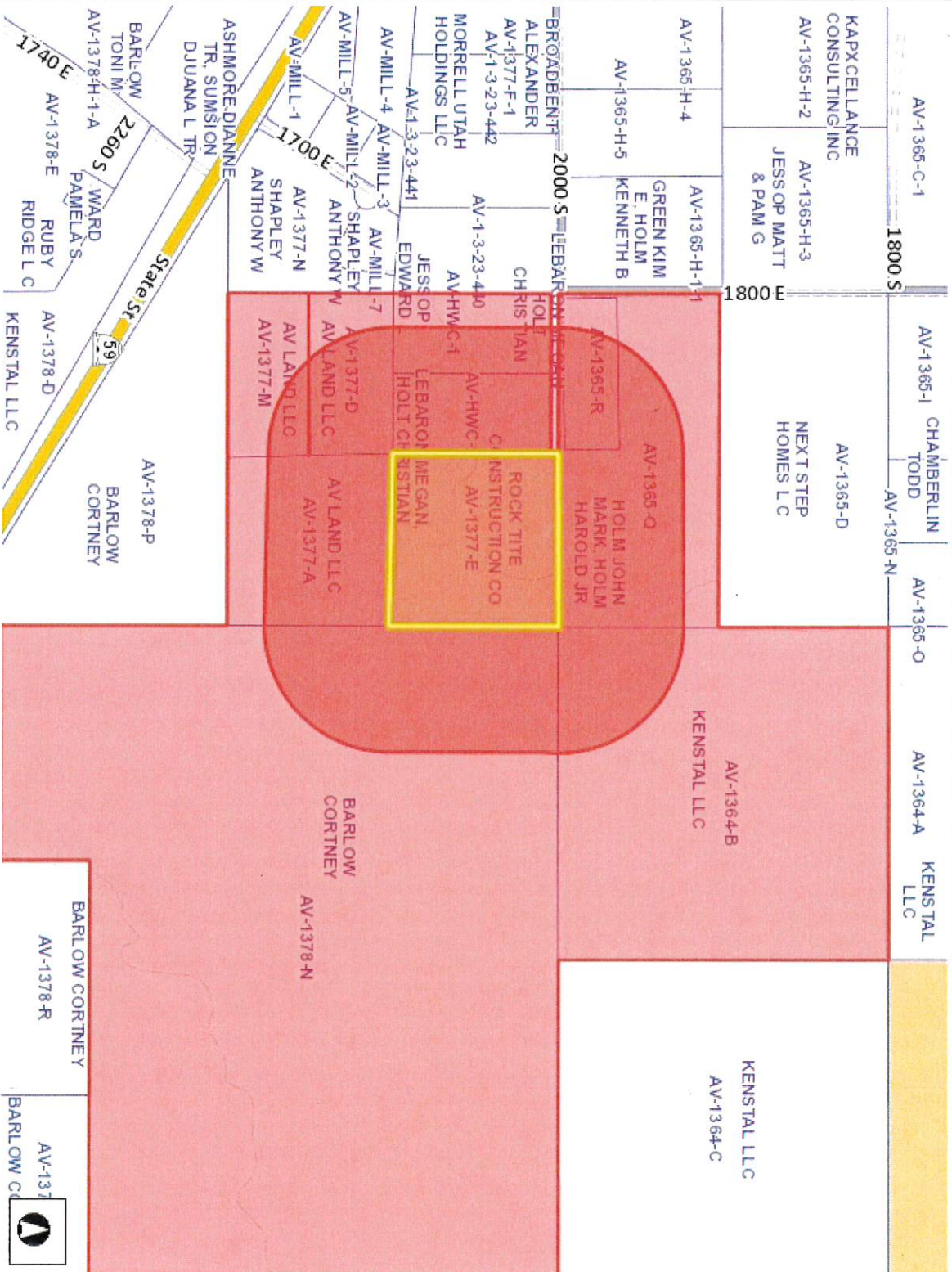
City Administration

Date

on agenda for 9/25/19



Rock Tite 500'



Legend

- ☐ Parcels
- Ownership**
 - ☐ U.S. Forest Service
 - ☐ U.S. Forest Service Wilderness
 - ☐ Bureau of Land Management
 - ☐ Bureau of Land Management Wildlife
 - ☐ National Park Service
 - ☐ Shiwits Reservation
 - ☐ Utah Division of Wildlife Resources
 - ☐ Utah Division of Transportation
 - ☐ State Park
 - ☐ State of Utah
 - ☐ Washington County
 - ☐ Municipally Owned
 - ☐ School District
 - ☐ Privately Owned
 - ☐ Water
 - ☐ Water Conservancy District
 - ☐ State Assessed Oil and Gas
 - ☐ Mining Claim

Notes

WGS_1984_Web_Mercator_Auxiliary_Sphere

DISCLAIMER: The information shown on this map was compiled from different GIS sources. The land base and facility information on this map is for display purposes only and should not be relied upon without independent verification as to its accuracy. Washington County, Utah will not be held responsible for any claims, losses or damages resulting from the use of this map.

AFFIDAVIT
PROPERTY OWNER

STATE OF UTAH)
)§
COUNTY OF WASHINGTON)

I (We) Rock Tite Construction Co./Seth R Foster being duly sworn, depose and say that I (We) am (are) the owner(s) of the property identified in the attached application and that the statements herein contained and the information provided identified in the attached plans and other exhibits are in all respects true and correct to the best of my (our) knowledge. I (We) also acknowledge that I (We) have received written instructions regarding the process for which I (We) am (are) applying and the Apple Valley Town planning staff have indicated they are available to assist me in making this application.

Rock Tite Construction Co.
Property Owner

Seth R Foster Pres.
Property Owner

Subscribed and sworn to me this 18th day of Sept, 2019.



Jennifer Sander
Notary Public

Residing in: Utah

My Commission Expires: March-31-2020

AGENT AUTHORIZATION

I (We), Rock Tite Construction Co, the owner(s) of the real property described in the attached application, do authorize as my (our) agent(s) Jason Graham to represent me (us) regarding the attached application and to appear on my (our) behalf before any administrative body in the Town of Apple Valley considering this application and to act in all respects as our agent in matters pertaining to the attached application.

Rock Tite Construction Co.
Seth R Foster Pres.
Property Owner

Property Owner

Subscribed and sworn to me this 18th day of Sept, 2019.



Jennifer Sander
Notary Public

Residing in: Utah

My Commission Expires: March-31-2020



Town of Apple Valley
1777 N Meadowlark Dr
Apple Valley UT 84737
T: 435.877.1190 | F: 435.877.1192
www.applevalleyut.gov

Fee: \$500.00 + Acreage Fee
1 – 100 Acres: \$50.00/Acre
101 – 500 Acres: \$25.00/Acre
501 + Acres: \$10/Acre

Zone Change Application

Applications Must Be Submitted A Minimum of 21 Days In Advance of The Planning Commission Meeting

Name: Rock Tite Construction Co.		Phone: 435 272 8284	
Address: 4047 W Circle		Email: seth@ahhomes.com	
City: Hurricane	State: UT	Zip: 84737	
Agent: (If Applicable)		Phone:	
Address/Location of Property: 1950 E 2000 S		Parcel ID: AV-1377-E	
Existing Zone: Planned Development		Proposed Zone: Agricultural -5	
Reason for the request To improve the land to allow the raising of cattle and livestock in a similar fashion to neighboring properties.			

Submittal Requirements: The zone change application shall provide the following:

- ☒ A. The name and address of every person or company the applicant represents
- ☒ B. An accurate property map showing the existing and proposed zoning classifications
- ☒ C. All abutting properties showing present zoning classifications
- ☒ D. An accurate legal description of the property to be rezoned
- ☒ E. Stamped envelopes with the names and address's of all property owners within 500' of the boundaries of the property proposed for rezoning. Including owners along the arterial roads that may be impacted
- ☒ F. Warranty deed or preliminary title report or other document (see attached Affidavit) showing evidence the applicant has control of the property

Note: To avoid delays in processing your Zone Change request, it is important that all applicable information noted above, along with the fee, is submitted with the application. An incomplete application will not be scheduled for the Planning Commission. Planning Commission meetings are held on the second and fourth Wednesday of each month at 6:00 pm. Submission of a completed application does not guarantee your application will be placed on the next PC meeting agenda. It may be placed on the next available PC meeting agenda.

Official Use Only	
Date Received: 9/9/19	By: Ben Billingley
Date Application Deemed Complete: 9/9/19	By: BB

Account 0375827 Viewing Doc Warranty Deed

Entry Number 20190025224 Book Page Recording Date 06/26/2019 12:53:01 PM

Fee \$40.00 Consideration \$10.00 Instrument Date 06/25/2019

From **To**
HERING MARK ROCK TITE CONSTRUCTION CO
HERING SHELLY

Legal Information

Subdivision	Lot	Block	Unit	Building
WATER-H				
WATER-R				
Section	Township			Range
23	43S			11W

Legal Description

NE1/4 NE1/4 NW1/4 SEC 23 T43S R11W TOG W/ ROW EASEMENT
WATER RIGHT # 81-1451

Parcel Number Account Number Vesting Deed

AV-1377-E 0375827 [Account](#) ✓

This document references more accounts than can be displayed. The number of accounts on this document is 1

Related Information

Entry Number **Book Page**



Apple Valley Zoning (Edit)

Apple Valley, Utah

+

Find address or place

Q

Legend

- M-1
- I-1
- RV PARK
- CABIN/TH
- MH
- PD
- RE-1
- RE-2.5
- RE-10
- RE-5
- RE-20
- RE-40
- SF-1-10.0

300ft

-113.057 37.037 Degrees

(1 of 2)

PARCEL CITY	Apple Valley
PARCEL ZIP	84737
OWNER ADDRESS	HERING MARK & SHELLY
OWNER CITY	1668 WOODHAVEN CIRCLE
OWNER STATE	ROSEVILLE
OWNER ZIP	CA
LEGAL	95747
ZONING	S: 23 T: 43S R: 11W NE1/4 NE1/4 NW1/4 SEC 23 T43S R11W PD

OPENING

Mayor Lisonbee brought the meeting to order at 6:01 p.m. welcoming all in attendance.

PRESENT

Mayor Marty Lisonbee
Councilmember Debbie Kopp
Councilmember Denny Bass
Councilmember Paul Edwardsen

Town Recorder Michelle Kinney

EXCUSED

Michael McLaughlin

MAYORS TOWN UPDATE

No update for tonight.

DISCUSSION AND ACTION

1. Approval of Planning Commission Recommendation for Changes to Cabin Sizes for Phase 2 of the Gooseberry Lodges- Aaron Stout.

Aaron Stout handed out a paper showing the cabin floor plan. He would like to increase the size to 16 feet wide to accommodate king size beds and add the possibility of a bathtub. He would also like to increase the length from 17 to 18 feet. This will make the size 16x18 and increase the wall height to 9 feet to create standing room in the loft. The smaller cabins will go from 8x12 to 10x 15. The wall height will stay the same on the small cabins. These changes are only for phase 2.

Rich Kopp asks if this changes the open space required.

MOTION: Councilmember Kopp moves to approve the Planning Commission recommendation for changes to cabin sizes for phase 2 of the Gooseberry lodges by Aaron Stout based on the recommendation of the Planning Commission.

SECOND: Councilmember Edwardsen

VOTE:	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

2. Approval of Planning Commission Recommendation on Lot Line Adjustment making AV-CDPT-1-18 and AV-CDPT-1-19 into one lot-Scott Taylor.

The record should show the agenda is in error, this should actually say lots 18 and 19. Scott Taylor mentions that the intent is to build the home in the middle of the two lots to give more room between neighbors.

MOTION: Councilmember Kopp recommends approval on lot line adjustment for lots AV-CDPT-1-18 and AV-CDPT-1-19 for Scott Taylor based on Planning Commission recommendation making them into one lot.

SECOND: Councilmember Bass

VOTE:	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

CONSENT CALENDAR

3. Approval of Consent Calendar July 2019

Ben mentions that there will be some updates on how items will be categorized that will show on next month's update

MOTION: Councilmember Kopp moves to accept the Consent Calendar for July 2019.

SECOND: Councilmember Edwardsen

VOTE:	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

APPROVAL OF MINUTES

4. Approval of Minutes for 8.7.2019

MOTION: Councilmember Edwardsen moves to approve the minutes for 8.7.2019

SECOND: Councilmember Bass

VOTE:	Councilmember Kopp -	Aye
	Councilmember Denny Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

REPORTS, RECOMMENDATIONS, AND ANNOUNCEMENTS

Events Committee- Tish Lisonbee/Debbie Kopp-Founders Day is September 21st. If you are able to volunteer we would love your help. Last ice cream social of the season was last Saturday.

Planning Commission- Cynthia Browning/Michael McLaughlin- A work meeting will be right after this.

Fire Department-Chief Dave Zolg, Jr. – They had hazmat training and testing this last weekend. They have responded to a few fires.

Big Plains Water and Sewer SSD- Harold Merritt- Dale Harris- Excused

Code enforcement- Rich Ososki/Paul Edwardsen- People are cutting down the weeds in response to the town sending notice. Shipping containers are currently being addressed.

Roads and storm drainage- Mayor Lisonbee mentions that there has been a recommendation from Richard Fischer to install some culverts on Coyote to help prevent the road from washing out.

Aaron Stout mentioned the road behind his property that is a right of way road. That road used to be graded by the town but hasn't been recently and asks who maintains this road. This probably needs to be done by the county. Attorney Guzman recommends that the County is okay with the town grading that road before doing it.

Mosquito abatement- nothing to report

PUBLIC COMMENTS

Mayor mentions the possibility of a town beautification committee. They could help trim weeds and even help haul items to the dump. Rich Kopp mentioned this is similar to mitigation and perhaps we could work with the Fire Department. Jerry Jorgensen mentioned a situation when he was able to help some folks who needed help with weeds and they were extremely grateful for the help.

Margie Ososki would like to have a beautification fence on the lot with the old fire station. The mayor mentioned this lot being commercial.

Forrest Kuehne asked if that lot really is commercial.

The mayor would like us to look into this and find out if it really is commercial. If not we can take steps to getting this cleaned up.

Mayor is still working with the engineer on bathrooms.

The Lieutenant governor Spencer Cox is coming to town on the 28th from 8 to 9 am.

ADJOURNMENT

MOTION: Councilmember Kopp moves to adjourn tonight's town council meeting.

SECOND: Councilmember Bass

VOTE:	Councilmember Kopp -	Aye
	Councilmember Bass-	Aye
	Councilmember Paul Edwardsen	Aye
	Mayor Lisonbee –	Aye

The vote was unanimous and the motion carried.

Meeting adjourned at 6:36 p.m.

Date approved: _____

Marty Lisonbee, Mayor

ATTEST BY: _____